G. P. S. IX 5]

Previous references

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(Mar)

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Serial Nos. 4-5

Later references
Mag. 261-23-1-2
" " 2) 1-6

GENERAL AND REVENUE SECRETARIAT

Serial Nos 4-5

Part B for Jan 21

SUBJECT.

Liabilities of the Srivaikuntapuram

To the Manuscripts, Curator's Office and Superintendent Nagercoil D.O. No. 28-8 of 5.7.21 stating that the creditors of the late Queen are entitled to any payment from the funds of the Mutt and requesting the Manuscripts to be sent from there accordingly

G.R.S. 11] 1920. 24

GENERAL AND REVENUE SECRETARIAT

(Mur)

NOTES.

File No. 2-S: 24

File Heading.

Liabilities of the late Sivanigala of the Sri Sivagunga Mutt, Velamangala Taluk.

From The Murasu Supdt in Mysore

Note No. 473 Dated 17.5.24 Received 18.5.24

Diary No. 2383	Enclos.	Spare Copies	Serial No. 4

Brief Abstract of Letter.

Submits a note re the several liabilities of the late Sivagunga Sivanigala and discusses the genuineness of the several claims put forward by the creditors. &c

NOTES AND ORDERS.

Notes—First sheet

GPB—15,000—24 1-09

RC No 473 of 20-21

Dr. No 2383 17.5.21.

Hlng file 255-20-6

CLAIMS OF CREDITORS AGAINST THE LATE SWAMI OF SRI SIVAGANGA MATT.

- - - -

The follwoing claims have till now been preferred:--

1. Sanjiva Chetty, merchant, Tumkur:-

Rs.2,170/- being the aggregate of Principal and interest on a pronote for Rs.1,600/- dated 29th May 1918 executed by the deceased Swami in favour of the father of the claimant Adiseshayya since deceased.

ii. A. Thimmiah, merchant, Balepet, Bangalore City.

Rs.500/- on a pronote for the same amount executed on 24th June 1918 by the deceased Swami in favour of A. Thimmiah, Nagappa, Mandy Merchants.

Rao Bahadur Gopal Ananthagiri Dharwar.

Rs.500/- due on a pronote dated 6th February 1918 executed by the deceased Swami in favour of the ---- claimant.

iv. Sivaganga Revanna.

Rs.5,718/- being the aggregate of Principal and interest due on two pronotes - one for Rs.3,000/- date 6th May 1918 and the other for Rs.1,000/- dated 25th May 1918, executed in his favour by the deceased Swami, jointly with Venkatesa Sastri, then agent of the Matt, and Sankara Narayana Srouti then Treasurer of the Matt

& v. K. Sadriudin Gulam Nabi & Co.,

Commercial Street, C & M Station, Bangalore.

Rs.80,065-3-3 due on a pronote dated 26th June 1918, executed by the deceased Swami.

Explain below the nature of each claim.

Sanjiva Chetty of Tumkur:- I have examined the account

account books and documents produced by this merchant in --- support of his claim. These go to prove that the deceased Swami first took a loan of Rs.1,100/- from Adiseshiah on a pro note dated 3rd May 1918 and subsequently on 29th May 1918 the Swami has executed a pronote for Rs.1,600/- descharging the previous pronote for Rs.1,100/-.

The amount of Rs. 1,600/- has been credited in the Matt Cash book wherein the daily transactions of receipts, disbursements and balance have been attested by the Swami himself. The amount has merged into the Matt Funds and been appropriated for the expenses of the Swami's establishment.

Besides the cash loan referred to above, Adiseshiah has supplied provisions to the Matt to the aggregate of Rs.1,539-4-6 between the 3rd May 1918 and 26th May 1918 presumably for the celebrations connected with the induction into Asrama of the present minor Swami which took place that month. The -- provisions supplied have been taken to credit in the Matt store accounts and the cost thereof Rs.1,539-4-6, was paid up on 26th May 1918.

Now the merchant requests to be paid the amount of the cash loan of Rs.1,600/- due on the pronote dated 29th May 1918 with the stipulated interest thereon at 1% per month.

So far as the transaction is concerned, there is nothing suspicious about its genuineness.

A. Thimmayya of Bangalore:- This merchant has supplied provisions for the Swami's camp at Bangalore between the 5th June and 21st June 1918 to the aggregate value of Rs.2,170/- On the 24th June his accounts were closed by cash payments to the aggregate of Rs.1,670/- and a pronote for Rs.500/- executed by the Swami himself.

The provisions supplied are duly entered in the Matt's

Matt's store accounts and the final settlement of the account by cash payments and promote as above is also entered in the accounts.

There is nothing to rouse suspicion about the bono fid character of these transactions. The pronote executed in Bangalore City has been signed on a British Postal Stamp of the denomination of one anna.

Rao Bahadur Gopal Ananthagiri Dharwar:-

This creditor states, that on 6th February 1918 the Swami purchased from him a four-wheeled carriage, (Victoria) for Rs.500/- and executed a pronote for the amount. The -- original pronote has been filed. Mr. Venkatesa Sastri, Agent of the Matt, who is still in the Matt service at Bangalore -- states that the victoria was given away by the Swami to A. Sadrudin in payment of the dues to the latter. The transaction is thus genuine.

Revanna of Sivaganga.

This merchant claims Rs.5,718/- as due on two pronote for Rs.4,000/- in all executed in his favour by the Swami -- jointly with his then Agent and Treasurer.

A notice was issued to the merchant from this office asking him to appear before me with his account books and -- documents on the 3rd instant but he did not come. Some week ago, he showed me two promotes obtained by him, one for --- Rs.3,000/- executed by the Swami, Venkatesa Sastry and --- Sankara Narayana Srouti on 6th May 1918 for "the induction ceremony of the young swami and for our other expenses" and the other for Rs.1,000/- signed by these persons but without any purpose being specified. This I have written from --- recollection. For the induction ceremony a special grant was sanctioned by Government and for ordinary expenses also therewas a monthly grant.

K. Sadruddin and Co.,

This is a heavy claim for Rs.80,065-3-3. With --- reference to this, the Swami has left a record in his own handwriting that the transactions with this person were all highly usurious that a pronote was actually extorted from him under very questionable circumstances and that the -- accounts should therefore be carefully scrutinised by the Government before any payment is made to the party. If approved, I shall investigate this claim also which however appears to be, prima facie, unsustainable.

In regard to these debts,, the Government in Para 6 of their order No.2994-3004/Muz.278-18-36 dated 29th March 1919 have observed as follows:--

"Government are given to understand that the late Swamigalu had contracted debts to a large extent in ---- several cases without adequate consideration or necessity or under usurious pressure and this in spite of the express direction of Government that he should not incur debts on any account whatsoever. (Para 15 of G.O.No.1860-1/ Muz.F.36-93 dated the 27th November 1904). Though the creditors as such of the late Swami have not legal claim against his successor or against the endowments of the Matt yet there may be cases such as arrears of pay legitimately due to Matt servants for services bonafide rendered where consideration of equity will not permit the claim being disavowed. The Muzrai Superintendent is requested to enquire int these cases and to submit his recommendations about the nature of all valid claims and the extent to which they may be accepted and the ways and means of their discharge."

By the G.O.of 27th November 1904, referred to above the Swami had been allowed a liberal allowance of Rs.350/ a month for the Kadithara and establishment charges of the Matt besides a sum of Rs.450/- a year for the expenses

expenses of Chathurmasa, Navarathri and other celebrations; in sanctioning these allotments, the Government expressed a hope that the Swami would not incur debts on any account -- whatever and even wished to be furnished with a written --- assurance from the Swamigalu on this behalf.

Further on occasions of extraordinary expenses such as the Saradya Prathishta at Sivaganga and the induction of the present Swami, the Government have sanctioned the funds required therefor out of the income of the Matt's estates under the management of Government and these moneys have been duly drawn by the Swami

Under such circumstances there was no justification for the Swami to have incurred any debt without the knowledge of Government; and the debts so contracted by him to keep up an establishment beyond his income cannot be regarded as having been incurred for bona fide purposes binding on the matt proprities.

In this view the claims of the creditors are untenable as against the Matt properties under the management of Government which in the very nature of the grant as Devadaya Inam are not liable to be encumbered by the presiding priest.

This is not the first instance of the Government having had to settle the claims of such creditors against the Swami of this particular Matt. On two previous occasions the Government first rejected the claims of the creditors as being untenable against the endowments of the Matt and --- subsequently on the importunities of the creditors the --- Government accepted a composition whereby the creditors --- agreed to receive only one half of the principal amount of debt proved, exclusive of interest and court costs too in cases where Civil Court decrees had been obtained by the creditors.

The files relating to these settlements are put up for reference and copies of the Government Orders No.97 of 1893-4, 1 and 11, & No.11764-R.207 dated 20th February 1877 (para 11) and No.803-5/Muz.F.36-93 dated 1st February 96, laying down the terms of the settlement, are appended for ready reference.

It seems to me that this course may even now be adopted in the case of such of the creditors as may be agreeable to receive half the principal amount only --- exclusive of interest and other charges which those who may be disinclined to accept such settlement of their --- claims may be informed, as in 1894, that the revenue of the Matt's estates should under the terms of the grant be applied solely towards the maintenance of the stipulated charity, and that no portion thereof should be paid towards the liquidation of the debts contracted by the priest --- personally.

17 May 24

Muzrai Superintendent.

2383

G. R. S. III-2]

General and Revenue Secretariat. | File No. 255 of 1920-21

Serial No.

Subject to orders
RA
18/5/21 Forwarded to the Govt Advocate for Legal opinion - He has already given his advice on one of these cases
19 May 21 C. Jeffreys Esqr

26 MAY 1921 Received
V.O. No 131
26.5.21.

25 The Credit entries in the mutt accounts may be taken to be prima facie evidence of the genuineness of the debts in the sense that monies actually passed from the Creditor to the debtor. But every genuine debt will not bind the Estate unless it is also shown that the debt was incurred for a justifiable necessity. Large sums of borrowed money spent by the Swami far in excess of the sums allotted with wasteful & extravagance & not a necessity so as to bind the Estate. The scale of necessary expenses required for the upkeep & maintenance of the institution has been clearly laid down, and special grants for special purposes have been from time

NOTE—Contn. sheet.

Serial No.

to time allotted, any expenditure over & above these limits are unauthorised. A creditor dealing ~~dealing~~ with the Swamis whose powers are so circumscribed cannot be deemed to have discharged his burden if he merely proves that Consideration passed from him. He has also to prove that he satisfied himself by bona fide Enquiries before lending that the purpose for which the loan is taken is one that will bind the Estate, & the burden in the Case of the creditors of the Sringeri Mutt is even greater as at the time the monies were lent the Estate was under Govt. management. Judged by this test the Creditors in question Cannot be said to have discharged the burden satisfactorily Especially in the Case of the large loans so far back as 1894 the creditors of the Swamis were informed that the mutt revenues should under the terms of the grant be applied solely towards the maintenance of the Stipulated Charities & that no portion thereof could be paid towards the liquidation of the debts Contracted by the Priest, & the Estate

Serial No.

has since been under Govt. management though Govt. at first refused to recognise the claims of these creditors later on modified their decision & accepted a Composition at the rate of 6 as in the rupee. The Swami continued to be extravagant & incurred further debts & in 1919 Govt. refused to recognise all but the arrears of wages due to mutt Servants. The tenderness shown by Govt. in allowing a Composition of the debts seems to have encouraged the Swami to obtain loans in usual & it is not at all improbable that the proceeds were given for amounts far in excess of the actual sums received the creditors expecting that they would be adjusted in the same way as the previous transactions. I would therefore suggest that all the present claims which are not legally tenable may be ignored & if suits are filed they may be defended.

A.

Sdorasawmy Jr
Govt Advt

25.5.21

First Member

26/5/21

6264-26
27.5.21.

NOTE—Contn. sheet. 2

I accept the Govt Advt's opinion as at A above

Rees
28.5.21

R. S. III-21

General and Revenue Secretariat. | File No. | of 19

Serial No.

DEWAN'S OFFICE.
Recd. on MAY 30 1921
Reg. No. 7426.

Dewan) Uf 30/5/21

Please draft as. person ally instructed
Asst 9-6-21.

Draft sub?
BG 10/6

Draft subs?
BG 6/6/21

Please put up

(Secy) Asst Secy Uf 13/6/21

Asst Secy
(First Member) Uf 17/6/21

6738-37
17-6-21

The draft will be ok the orders for a little revision The sentences are long & involved & the pronouns have got mixed up.

23.6.21
Asst 24/6

Asst Secy Uf 24/6/21

Re draft put up
Asst 24/6

(Secy)

Draft subs?
BG 27/5/21

Rs. NOTE—Contn. sheet.

WD 1233—GPB—60 000—1-12-16—S.

2393

G. R. S. III-2)

General and Revenue Secretariat. | Heer File No. 255 of 1920

6927-226

30 : 21

Serial No.

Final Memorial W/ 29/6/21

(Revised draft approved

Reed
1.7.21.

Issued W/2/7/21

5 I the Hon'ble Secretary, Lucknow High Court & D.C. Bara Banki No. 26-8 of 5-7-21 ~~Dated~~ that the Petitioners are not entitled to any payment out of the funds of the Wakf and requests the Hon'ble Secretary to inform them accordingly

NOTE—Contn. sheet

Proceedings of the Government of H. H. the Maharaja of Mysore.

Read:--

Para 6 of Government Order No.2994-3004/Muz.278-18-36 dated the 29th March 1919, conveying certain observations regarding the debts contracted by the deceased Swami of the Sri Sivaganga Matt.

(2) Muzrai Superintendent's Note No. R.C.473 of 20-21 dated 17th May 1921, recommending that half the principal amount of the debts proved, exclusive of interest and other charges, may be paid to such of the creditors as may be agreeable to accept such a composition.

Order No. 26-8
Mysore 255 20 5
Dated Bangalore, the 5th June 1921.

The Inam villages and the lands belonging to the Sri Sivaganga Matt have been under the management of Government since 1893. All normal items of expenditure in the Matt were provided for in the scale fixed in 1893 and revised subsequently in 1904 and these sums were drawn by the late Swamigalu regularly. Government also sanctioned large grants from the Matt funds for special purposes such as the restoration of the Matt building, the Sarada Prathishta, and the induction of the present Swami into Sanyasa Asrama.

2. The Muzrai Superintendent re-

reports that nevertheless the late Swamigalu contracted debts from the marginally noted - persons and recommends that such of them as may agree to receive half of the principal amount of the debts proved, in full satisfaction of their claim may be paid accordingly.

(1) S
(2) A
(3) I
(4) S

3. The Government Advocate who was consulted in the matter is of opinion that the present claims are not legally tenable and that they may be ignored. He adds that if suits are filed they may be defended.

4. Government agree in the view expressed by the Government Advocate and concider that the claims of the creditors are untenable as against the Matt properties, which in the very nature of the grants as Devadaya Inam, are not liable to be encumbered by the presiding priest. None of the these creditors of the deceased Swami are therefore entitled to any payment out of the funds of the Matt.

5. The Muzrai Superintendent is requested to inform the creditors accordingly.

Secretary to Government,
Muzrai Department.

29-6-24

The Muzrai Superintendent in Mysore.

troller to Government.

Commissioner, Bangalore District.